

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA257-12-R-1472	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	12-28-2012	1-51

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
TO BE DETERMINED (TBD)		Reference Task Order	Reference Task Order
CODE			
7. ISSUED BY		8. ADDRESS OFFER TO	
Department of Veterans Affairs Network Contracting Office 17 Central Texas Veterans HCS 1901 S. 1st Street Temple TX 76504		Department of Veterans Affairs - NCO 17 Attn: William F. Dunlap 1111 North General Bruce Drive Temple TX 76504 *THIS ADDRESS IS FOR FEDEX AND UPS DELIVERIES ONLY*	
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	
	WILLIAM F. DUNLAP	254-899-6011	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Acquisition Title: Multiple Award Task Order Contract (MATOC) IDIQ

Description: Firm-Fixed Price (FFP Indefinite Delivery/Indefinite Quantity (IDIQ) contract for Maintenance, Repair and New Construction services for stations located in VISN 17 area locations: North Texas Veterans Health Care System (NTX) Dallas, TX; Central Texas Veterans Health Care System (CTX) Temple, TX; South Texas Veterans Health Care System (STX) San Antonio, TX; Valley Coastal Bend Veterans Health Care System (VCB) Harlingen, TX and on a case-by-case basis other locations within VISN 17 as designated by the Contracting Officer.

Aggregate value of the MATOC acquisition shall not exceed \$40,000,000.00 for all contracts; inclusive of all options.

The government contemplates a minimum of five (5) contract awards, and shall reserve the right to make additional awards to offerors whose proposals fully comply with the submission instructions and offer the best value. Period of performance for all contracts resulting from this solicitation shall consist of a base period from date of award through February 28, 2015 and three (3) one year option periods; for a total five year maximum term.

The guaranteed minimum amount for each resultant award is \$25,000.00 for the life of the contract; inclusive of options.

The MINIMUM ordering limit per task order is \$2,000.00. The MAXIMUM ordering limit per task order is \$2,500,000.00.

This acquisition shall be a 100% set-aside for Service-Disabled Veteran-Owned Small Businesses (SDVOSB) in accordance with Public Law 109-461. In accordance with VAAR 819.7003, offerors must be Center for Veterans Enterprise (CVE) verified SDVOSB's at the time of offer, and prior to award.

Applicable NAICS codes shall be incorporated into the solicitation. Small Business size standard is \$33.5 Million.

This is a competitive acquisition that shall utilize a Tradeoff Process in accordance with FAR 15.101-1.

Seed Project:

This acquisition features a "seed" project with a magnitude between \$2 Million and \$5 Million per VAAR 836.204(g). A bid bond in the amount of 20% will be required. ***NOTE: YOU MUST PARTICIPATE IN THE PROPOSAL PROCESS OF THE SEED PROJECT (Project #549-07-107, Canteen Renovation) TO BE CONSIDERED AN Awardee FOR THE MATOC***

A pre-proposal conference/site visit is scheduled for January 14, 2013 at 10:00AM (CST) at Bldg. 9 Conference Room, 4500 South Lancaster Road, Dallas, TX 75216. Detailed information, to include plans and specifications for the seed project shall be furnished on a "CD". Offerors shall request a copy of the CD by email from Elton.sticher@va.gov, and must include mailing address. All RFI's/Questions shall be emailed to Elton.sticher@va.gov and William.dunlap2@va.gov. Cut-off for submission of all RFI/Questions is January 21, 2013 at 4:00PM (CST). ***Submission of Proposals is January 31, 2013 at 3:00PM (CST).***

11. The Contractor shall begin performance within <u>Per TO</u> calendar days and complete it within <u>Per TO</u> calendar days after receiving	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 3:00PM CST (hour) local time 01-31-2013 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

Reference Individual Task Orders (T/O)

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

[illegible]

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
	See Individual Task Orders (TO)

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () <input type="checkbox"/>
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY
Network Contracting Activity		Department of Veterans Affairs
Department of Veterans Affairs		FMS-VA-2 (101)
Central Texas Veterans HCS		Financial Services Center
1901 S. 1st Street		PO Box 149971
Temple TX 76504		Austin TX 78714-9971
		PHONE: FAX:

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract. which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print) William F. Dunlap CONTRACTING OFFICER
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	
		BY	

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Proposal materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting proposals directly to the Department of Veterans Affairs. Detailed information, to include drawings and specifications for the Seed Project shall be furnished on a "CD". Offerors shall request a copy of the CD by email from Elton.sticher@va.gov, and must include mailing address.

(End of Clause)

A.1 Price/Cost Schedule

Item Information

ITEM NO.	DESCRIPTION	UNIT OF ISSUE
0001	Construction Services	JB

Base Period: Date of award through February 28, 2015.

Firm-Fixed-Price (FFP)

The Multiple Award Task Order Contract (MATOC) is a competitive indefinite delivery/indefinite quantity (IDIQ) construction services acquisition based on specifications contained in the statement of work (SOW) within each individual Task Order (TO). Work to be performed shall consist of multiple disciplines of construction, and may include but not be limited to the following categories of work: construction, repair and alteration of facilities, interior and exterior renovations, heating and air-conditioning, HVAC controls, plumbing, fire suppression, interior and exterior electrical and lighting, fire and intrusion alarms, communications, limited utilities, site-work, landscaping, fencing, masonry, roofing, concrete, asphalt paving, painting, storm drainage, limited environmental remediation, concrete and asphalt paving, demolition of facilities, construction of new facilities, and other construction-related work required to support Veterans Integrated Service Network 17 (VISN 17) facilities.

Contractors shall provide all labor, equipment, appliances, materials, expertise and supervision as required by the SOW and project specifications within each individual TO.

The MINIMUM guarantee for each recipient of a MATOC award shall be \$25,000.00 for the life of the contract and shall be inclusive of all option periods.

Task orders may be issued non-competitively in order to satisfy the minimum guarantee.

The MAXIMUM aggregate value of the MATOC award shall not exceed \$40,000,000.00 for all contracts; inclusive of all options.

1001	Construction Services	JB
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Option 1: March 1, 2015 through February 29, 2016

Firm Fixed Price (FFP)

The Multiple Award Task Order Contract (MATOC) is a competitive indefinite delivery/indefinite quantity (IDIQ) construction services acquisition based on specifications contained in the statement of work (SOW) within each individual Task Order (TO). Work to be performed shall consist of multiple disciplines of construction, and may include but not be limited to the following categories of work: construction, repair and alteration of facilities, interior and exterior renovations, heating and air-conditioning, HVAC controls, plumbing, fire suppression, interior and exterior electrical and lighting, fire and intrusion alarms,

communications, limited utilities, site-work, landscaping, fencing, masonry, roofing, concrete, asphalt paving, painting, storm drainage, limited environmental remediation, concrete and asphalt paving, demolition of facilities, construction of new facilities, and other construction-related work required to support Veterans Integrated Service Network 17 (VISN 17) facilities.

Contractors shall provide all labor, equipment, appliances, materials, expertise and supervision as required by the SOW and project specifications within each individual TO.

The MINIMUM guarantee for each recipient of a MATOC award shall be \$25,000.00 for the life of the contract and shall be inclusive of all option periods.

Task orders may be issued non-competitively in order to satisfy the minimum guarantee.

The MAXIMUM aggregate value of the MATOC award shall not exceed \$40,000,000.00 for all contracts; inclusive of all options.

2001 Construction Services

JB

Option 2: March 1, 2016 through February 28, 2017

Firm Fixed Price (FFP)

The Multiple Award Task Order Contract (MATOC) is a competitive indefinite delivery/indefinite quantity (IDIQ) construction services acquisition based on specifications contained in the statement of work (SOW) within each individual Task Order (TO). Work to be performed shall consist of multiple disciplines of construction, and may include but not be limited to the following categories of work: construction, repair and alteration of facilities, interior and exterior renovations, heating and air-conditioning, HVAC controls, plumbing, fire suppression, interior and exterior electrical and lighting, fire and intrusion alarms, communications, limited utilities, site-work, landscaping, fencing, masonry, roofing, concrete, asphalt paving, painting, storm drainage, limited environmental remediation, concrete and asphalt paving, demolition of facilities, construction of new facilities, and other construction-related work required to support Veterans Integrated Service Network 17 (VISN 17) facilities.

Contractors shall provide all labor, equipment, appliances, materials, expertise and supervision as required by the SOW and project specifications within each individual TO.

The MINIMUM guarantee for each recipient of a MATOC award shall be \$25,000.00 for the life of the contract and shall be inclusive of all option periods.

Task orders may be issued non-competitively in order to satisfy the minimum guarantee.

The MAXIMUM aggregate value of the MATOC award shall not exceed \$40,000,000.00 for all contracts; inclusive of all options.

3001 Construction Services

JB

Option 3: March 1, 2017 through February 28, 2018

Firm Fixed Price (FFP)

The Multiple Award Task Order Contract (MATOC) is a competitive indefinite delivery/indefinite quantity (IDIQ) construction services acquisition based on specifications contained in the statement of work (SOW) within each individual Task Order (TO). Work to be performed shall consist of multiple disciplines of construction, and may include but not be limited to the following categories of work: construction, repair and alteration of facilities, interior and exterior renovations, heating and air-conditioning, HVAC controls,

plumbing, fire suppression, interior and exterior electrical and lighting, fire and intrusion alarms, communications, limited utilities, site-work, landscaping, fencing, masonry, roofing, concrete, asphalt paving, painting, storm drainage, limited environmental remediation, concrete and asphalt paving, demolition of facilities, construction of new facilities, and other construction-related work required to support Veterans Integrated Service Network 17 (VISN 17) facilities.

Contractors shall provide all labor, equipment, appliances, materials, expertise and supervision as required by the SOW and project specifications within each individual TO.

The MINIMUM guarantee for each recipient of a MATOC award shall be \$25,000.00 for the life of the contract and shall be inclusive of all option periods.

Task orders may be issued non-competitively in order to satisfy the minimum guarantee.

The MAXIMUM aggregate value of the MATOC award shall not exceed \$40,000,000.00 for all contracts; inclusive of all options.

I. MATOC GENERAL STATEMENT OF WORK

A. BACKGROUND AND PURPOSE: The Department of Veterans Affairs has a variety of support facilities throughout VISN – 17 located in North Texas Veterans Health Care System (NTX) Dallas, TX, 75216, Central Texas Veterans Health Care System (CTX) Temple, TX, 76504, South Texas Veterans Health Care System (STX) San Antonio, TX, 78228 and Valley Costal Bend Veterans Health Care System (VCB) Harlingen, TX, 78550. These facilities include but are not limited to buildings, water systems, wastewater systems, utilities, roads, and other infrastructure. Routine maintenance and replacement of these systems is required on a regular basis. In an effort to reduce the backlog of deferred maintenance and project work, the Department of Veterans Affairs intends to select multiple Contractors to accomplish tasks.

B. GENERAL STATEMENT OF WORK: Preventative and routine maintenance, remodeling and replacement are planned in a number of trades. Work items will appeal to general, roofing, civil, plumbing, electrical, painting, mechanical, asbestos and lead abatement contractors and equipment operators. Task Order (TO) pricing established in this solicitation are representative of the typical work items commonly found in commercial construction or maintenance tasks, and preferred counties of service.

Firms awarded contracts shall be asked to provide quotes on specific TOs. The Contractor shall be expected to provide unit prices for common commercial elements including labor, equipment, and material costs to construct, maintain, repair, or reconstruct Department of Veterans Affairs facilities. General Contractors shall assemble a proposal for the basic contract and any future TOs and include subcontractor's pricing and qualifications for specialty items.

At times, situations designated as critical emergencies such as health, safety or potential environmental hazards may require the Contractor to have equipment and services to respond to sites within 24-hours.

North American Industry Classification System (NAICS) codes applicable to categories of work authorized for each MATOC contract are as follows:

236220 - Commercial and Institutional Building Construction
 237110 - Water and Sewer Line and Related Structures Construction
 237310 - Highway, Street, and Bridge Construction
 238910 - Construction, repair and alteration of Site Preparation
 238210 - Electrical Contractors and Other Wiring Installation Contractors
 238220 - Plumbing, Heating, and Air-Conditioning Contractors

C. LOCATION: Location of work will primarily include the Department of Veterans Affairs Medical Centers in North Texas Veterans Health Care System (NTX) Dallas, TX, 75216, Central Texas Veterans Health Care System (CTX) Temple, TX, 76504, South Texas Veterans Health Care System (STX) San Antonio, TX, 78228 and Valley Costal Bend Veterans Health Care System (VCB) Harlingen, TX, 78550. However, on a case-by-case basis, work may also be located in other areas within VISN 17 depending on the direction of the Contracting Officer. The applicable county will be included in each TO.

II. MAINTENANCE, REPAIR, AND MINOR CONSTRUCTION:

A. BUILDING MAINTENANCE AND CONSTRUCTION: Maintenance, remodeling and construction of facilities and systems shall include, but not be limited to, the following: site work, excavation, utility trenching, repair, concrete repair, rough carpentry and framing, finish carpentry, floor covering, painting and wall coverings, roofing/gutter repair and replacement, window and door repairs and replacements, welding, steel erection, hazardous material abatement, plumbing repairs and additions, heating ventilation and air conditioning system repairs and replacements, road/sidewalk maintenance, telecommunication, and demolition of facilities.

- B. WATER/WASTEWATER MAINTENANCE:** Maintenance and Reconstruction of wastewater facilities shall include but not be limited to the following: water line installation and proper leak detection services, pressure testing, tank repairs, install drain lines and sewer lines; install or replace septic tanks; replace or install vault toilets; repair and install pump systems; inspect and report conditions of existing systems.
- C. ELECTRICAL SERVICES:** Maintenance and Remodeling of electrical systems shall include but not be limited to the following: replace, install, or repair electrical systems to current National Electrical Code, State, and Local code requirements; supply, install, or repair pump control systems.
- D. PLUMBING SERVICES:** Maintenance and Reconstruction of plumbing systems shall include but not be limited to the following: replace, install, or repair piping systems to current Uniform Plumbing Code, State, and Local code requirements; supply, install, or repair plumbing systems; supply, install, or repair; well pumps or level control systems.
- E. HVAC:** Construction, preventative maintenance, repair, and replacement of HVAC systems, controls, components, and contracts.
- F. TELECOMMUNICATION SYSTEMS:** Repair, replacement, or remodeling of telecommunication systems including phone, computers, and public address systems.
- G. ROAD, PARKING LOT, AND SIDEWALK MAINTENANCE:** Maintenance of roads, parking lots, sidewalks, bridges, culverts, concrete guards, and signs including: blading, brushing, minor drainage structures, sign replacement and snow removal.

III. TERMS NOT SPECIFIED ELSEWHERE IN THE CONTRACT:

SPECIAL CONTRACT REQUIREMENTS

a. CONTRACT ADMINISTRATION

1. The office having administrative jurisdiction over the MATOC and subsequently issued task orders shall be:

Network Contracting Office 17 (NCO 17)
1111 North General Bruce Drive
Temple, Texas 76504

2. Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of the MATOC and subsequently issued task orders. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of the MATOC or subsequently issued task orders, the contractor is hereby directed not to proceed with the change and immediately notify the Contracting Officer.

3. Each MATOC contract will be assigned an individual contract number. Enumeration of task orders (TO), hereafter referred to as "task order" or "orders", will consist of a sequential numbering system comprised of the MATOC contract number and the corresponding task order number.

4. For accounting and appropriation data purposes, each task order shall be individually funded.

5. All correspondence and data submitted by contractors under the MATOC must reference the contract number, task order number, project title, and project number, if applicable.

6. Invoicing and request for payments shall be made to the COR and Contracting who shall verify/certify work completed and coordinate with the appropriate VA Finance Service Center (FSC) for payment. Detailed invoicing instructions shall be identified in each individual Task Order and shall be in accordance FAR 52.232-27.

- b. TASK ORDER (TO) PROCEDURES:** The following provision defines the process by which Fair Opportunity for Award will be afforded; TO will be processed and priced; and a TO will be awarded.

(a) Fair Opportunity for Consideration:

1. The Contracting Officer's decision to issue a Task Order to a particular awardee shall be based on the criteria stated below. In accordance with FAR 16.505 (b), the Contracting Officer will give each awardee a "fair opportunity" to be considered for each order in excess of \$2,000 unless one of the conditions in paragraph 2 below applies.
2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$2,000 when the Contracting Officer determines one of the following conditions apply:
 - a. The agency need for the services is so urgent that providing such opportunity would result in unacceptable delays;
 - b. Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
 - c. The TO should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order;
 - d. It is necessary to place a Task Order to satisfy a minimum guarantee; or,
 - e. Other special circumstance that are within scope of this contract as determined by the Contracting Officer.

(b) Selection Criteria for Awarding TO:

1. The Government will evaluate the TO proposals against selection criteria set forth in each TO. At a minimum, the Government's award decision will be based on price. However, the Government may elect to include selection criteria addressing relevant past performance, technical capability, availability, and price.
2. Evaluation of past performance will be based on each awardee's original past performance data as supplemented by the Government and contractor during the life of the contract. As work proceeds under this contract, it is probable that the past performance data submitted with the original contract proposal may be disregarded for current performance reports received on TOs performed under this contract. In addition, individual TO selection criteria may include other factor(s) relevant to the particular TO. The order of importance for the factors will be identified on each individual requirement.

(c) Proposal Process

1. Any warranted Contracting Officer within the Department of Veterans Affairs, VISN 17 Contracting Office, may issue a TO exceeding \$2,000 for construction services. If a Fair Opportunity Exception Applies, the TO quote request will be issued to one contractor. The TO quote request may include specific instructions for the submission for quotes, the selection criteria factors, the factors order of importance, and other information deemed appropriate. Construction services to be provided hereunder will be ordered by issuance of a written TO using a Standard Form (SF) 1449 OR SF 1442. Each TO will reference this contract and will be subject to all the terms and conditions herein. Each TO will contain some or all of the following information:
 - a. TO and Contract Number.
 - b. Date of Order.

- c. Statement of Work or Specifications
 - d. Drawings.
 - e. Period of Performance.
 - f. Location of Construction Project.
 - g. Wage Decision Rate(s)
2. Awardees under the Basic Contract will generally be allowed 5-15 working days to prepare and submit proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each TO quote request. If an awardee is unable to perform a requirement, the awardee shall submit a "NO QUOTE" to the TO quote request. All "NO QUOTES" shall include a brief statement as to why the awardee is unable to perform.
 3. While no mandatory requirement exists for the submission of a proposal, firms consistently declining to submit offers for reasons of availability may jeopardize their ability to receive future TO awards and may not have their option year exercised.
 4. Technical Proposals. A TO request MAY require any or all of the following information depending upon the complexity of the project:
 - a) Technical Approach
 - b) Proximity
 - c) Quantities/hours of personnel by labor categories
 - d) Quantities/hours of equipment by specific type
 - e) Other direct costs (e.g. material, supplies, mobilization, etc.)
 - f) Site specific augments to the basic contract safe
 - g) Performance Work Plan Schedule (i.e. progress schedule)

Task Order Technical proposal information will be streamlined to no more than 5 pages; excluding any Safety Plan augments and the Performance Work Plan Schedule. Proposals shall not merely restate the SOW requirements.
 5. Price Quotes: A written price will be required on the face of each Task Order (TO) form. Pricing will only be provided to the Contracting Officer.
 6. Bid Bonds: Bid bonds will be identified in each individual task order, if required.
 7. Clarification of Quote: Quotes will be evaluated in accordance with selection criteria set forth in the TO quote request. If necessary, during the evaluation of quotes the Government may contact an awardee with questions concerning their proposal. Upon completion of evaluations, the Contracting Officer will issue a TO to the awardee whose proposal is most advantageous to the Government.
 8. Emergency TO Issuance: In cases of emergency, TOs may be issued by facsimile, or by electronic commerce methods. However, all TOs must be finalized in writing and provided to the Contracting Officer with the appropriate bi-lateral signatures and agreed upon pricing for stated pay items.
 9. Task Funding Restrictions: No unfunded tasks are authorized under this contract.
 10. HOURS OF OPERATION: Normal hours of operation are Monday through Friday from 7:30AM to 4:00PM, excluding holidays. The Contractor may be required to work other than normal hours of operation (e.g. night or weekends) and will be identified in individual TOs.

11. FEDERAL HOLIDAYS:

The Federal Government observes the following days as holidays:

New Year's Day	January 1 st *
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th *

*If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday. In addition to the days designated as holidays, the Government observes the following days:

- a. Any other day designated by Federal Statute
- b. Any other day designated by Executive Order
- c. Any other day designated by the President's Proclamation
- d. The contractor will not be allowed to work/perform on these dates unless approved by the Contracting Officer. A written request must be submitted to and approved by the Contracting Officer at least five (5) working days prior to the Holiday.

12. NOTICE TO PROCEED: A Notice to Proceed will be issued in writing for each TO by the Contracting Officer. No work shall begin until receipt of this notice. Contract time shall commence on the day indicated on the Notice to Proceed for each TO.

13. SCHEDULES FOR TASK ORDERS: Contractor shall, at the pre-performance conference meeting or within 2 days from receipt of any subsequent request from the Contracting Officer, submit a schedule of proposed progress to insure completion of the work within the time set forth in the contract. If Contractor's progress falls behind schedule by 5% or more, the Contractor shall take such action as necessary to improve his progress; in addition, the Contracting Officer may require the Contractor to submit a revised schedule and proposed plan of work to ensure completion of the work within the time(s) set forth in the contract.

14. REQUIRED SUBMITTALS: The following is a general summary of the required submittals. Other submittals may be required as specified in each TO.

<u>Submittal Title</u>	<u>Submittal Due</u>
Schedule of Work	Prior to Notice to Proceed
Job Specific Safety Plan	Prior to Notice to Proceed
Infection Control Plan	Prior to Notice to Proceed
Release of Claims Form	Prior to final payment

15. SECURITY: The area in which the work being performed may or may not be considered sensitive. As such, a TO may require all contractor and subcontractor personnel performing work on-site or accessing VA information systems to complete required training and/or be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to accessing the facility. Failure to comply may result in Contractor personnel being barred from VA facilities and the contractor being terminated for default. Instructions for completing background investigation requirements are attached (Attachment 3, Background Investigation). The contractor is required to submit to the Contracting Officer a list of all individuals scheduled to perform work. The list must include the following information:

- a. Individual's name;
- b. Driver's License Number;
- c. The type of work the individual will perform;
- d. The estimated dates the individual is expected to require access to the facility; and,
- e. Any other information required from the facility where the work will be performed.

16. DEFINITIONS-ADMINISTRATION TERMS:

- a. Calendar Days - Every day shown on the calendar, Saturdays, Sundays and holidays included.
- b. Change Order - An order issued to the Contractor by the Contracting Officer, pursuant to the "Changes" clause requiring work to be performed, within the general scope of the contract.
- c. Contracting Officer (CO) - The person executing this contract on behalf of the Government, including any duly appointed successor and authorized representatives of the Contracting Officer acting within the limits of his/her authority.
- d. Contracting Officer's Representative (COR) - The on-site contract administrator for the Contracting Officer.
- e. Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.
- f. Drawings - The approved documents and reproductions of these documents, including plan and profile sheets, cross sections, site plants, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, and similar documents showing details for construction of a facility.
- g. Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the work.
- h. Labor Standards Provisions - Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.
- i. Materials - Any substances for use in the construction of the project and its appurtenances.
- j. Schedule of Items - Schedule in the contract which contains a listing and description of construction items, quantities, unit of measure, method of measurement, unit price and amount.
- k. Special Project Specifications - Specifications which detail the conditions and requirements peculiar to the individual project, including but not limited to Department of Veterans Affairs Specifications, CSI format specifications and additions and revisions to Standard Specifications.
- l. Specifications - A general term applied to all written directions and requirements pertaining to performance of work.
- m. Standard Specifications - Specifications established for Region wide use for construction of facilities which cover most items of work likely to be performed; such as Earthwork, Base Courses, Pavement, Concrete, etc.

- n. Utility Services - Services such as electricity, gas, steam, water and sewage.

17. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE:

The Contracting Officer will delegate an individual as the Contracting Officer's Representative (COR) at the time of each Task Order.

18. PRE-CONSTRUCTION CONFERENCE:

a. Initial conference. The Contracting Officer may conduct a pre-construction conference to acquaint the Contractor with Government policies and procedures that are to be observed during the prosecution of the work, and to develop mutual understanding relative to the administration of the contract. It is strongly suggested that the Contractor's Project Manager, Quality Control Manager, Superintendent, and other appropriate employees attend this meeting.

b. Individual task order conference. At the discretion of the Contracting Officer or his/her authorized representative, a pre-construction conference may be conducted prior to the commencement of work on individual task orders.

19. JOB SPECIFIC SAFETY AND INFECTION CONTROL PLAN: Prior to the pre-work meeting, the Contractor shall provide a written job specific safety plan that recognizes the inherently hazardous conditions that will exist on this contract. Some of these hazardous conditions are, but not limited to: heavy equipment operation, traffic control on haul routes, loading and unloading of materials, site security, noises and dust contract and the use of personal protective equipment (PPE) in the work area. The plan shall be in accordance with OSHA and the Department of Veterans Affairs Infectious Control Regulation, or the more stringent industry requirement. The plan shall include all tasks and related activities anticipated to successfully complete the work.

20. PROGRESS MEETINGS: Progress meetings shall be held between the Contractor, Facilities Management Services (FMS), Contracting Officer, or his/her authorized representative, and the COR to discuss work progress, problems, and potential modifications. During the site visit on each task order, the Contractor shall confer with the medical facility's engineer, and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, and similar means of passage; and the location of partitions, eating spaces, and restrooms for the Contractor's employees.

21. WORK BY THE GOVERNMENT: The Government reserves the right to undertake performance of the work by any means determined appropriate and to do so shall not breach or otherwise violate this contract.

-End of Section-

IV. PROVISIONS

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

V. CONTRACT CLAUSES

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award through February 28, 2018.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2,500,000.00 Million;

(2) Any order for a combination of items in excess of **NOT APPLICABLE**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after February 28, 2018.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

VI. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. PROPOSAL PREPARATION INSTRUCTIONS (MATOC)

1.1 These instructions prescribe the format of proposals and the development and presentation of the proposal data. These instructions are designed to ensure the proper submission of information necessary to provide for comprehensive evaluation of proposals. Offerors shall carefully review this section prior to commencing proposal preparation, and take the necessary measures to ensure that the information submitted is factual, accurate, and complete.

1.2 In order for a proposals to be considered, offerors must strictly comply with all instructions outlined in this solicitation. Failure to furnish proposals that comply with the instructions, at the predetermined due date for submission, shall result in elimination from consideration for award. Furthermore, all solicitation amendments (if any) must be acknowledged in accordance with FAR Clause 52.215-1--Instructions to Offerors.

2. SUBMISSION INSTRUCTIONS

2.1 One (1) copy of all Volumes (Past Performance-Vol. I, Technical-Vol. II, and Price-Vol. III) shall be identified accordingly and submitted to the Contracting Officer, Mr. William F. Dunlap via FedEx or UPS on or before the due date/time (**January 31, 2013 / 3:00PM CST**) at the following address:

**Department of Veterans Affairs
Network Contracting Office 17 (NCO 17)
ATTN: William F. Dunlap
1111 North General Bruce Drive
Temple, Texas 76504**

2.2 Faxed proposals are **not** permitted under any circumstances.

2.3 In the event that discrepancies between the original hard copies, and the electronic versions of proposals arise, the original hard copies shall prevail.

2.4 Offerors **MUST** mark the front of the envelope/box containing the proposals as follows:

<p style="text-align: center;"><Company Name> MATOC PROPOSAL RFP VA257-12-R-1472 - COMPETITIVE ACQUISITION--TO BE OPENED BY ADDRESSEE ONLY -</p>
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3. PROPOSAL DUE DATE SCHEDULE

Proposals are due by the date and time set for the receipt of proposals shown in Block 13 of the SF 1442.

4. PROPOSAL FORMAT

4.1 All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

4.2 Technical, Price and Past Performance Volumes shall not exceed the page limits stated herein. If the page limits are exceeded, the pages in excess of the limit will not be read or considered.

4.2.1 Page limit for the **Past Performance** Volume I is twenty (20) pages.

4.2.2 Page limit for the **Technical Approach** Volume II is twenty-five (25) pages.

4.2.3 Page limit for the **Price** Volume III is fifteen (15) pages.

4.3 Page Limits Shall Include: All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. except as noted in the instructions. Font size will not be smaller than Microsoft Word Times New Roman 11 point font, normal proportional spacing. Text lines will be single-spaced.

4.4 Written proposals shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper). All pages of each proposal shall be appropriately numbered, and identified with the RFP number. For ease of reference, consecutive page numbering with tabs is required.

4.5 Binding: Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the offeror's name, Volume number, RFP number, and RFP title. The original for each volume will be clearly identified (Original) on the cover and the spine. All binders will allow for easy removal and replacement of pages.

4.6 Indexing: Each volume will contain a "Table of Contents" for that volume. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate. Table of Contents, Tab indexes, and Title Pages shall not count toward page limitation.

4.7 Offerors may, at the discretion of the Government, be asked to provide information for clarification purposes regarding their proposals. Requests for such clarification information does not constitute discussions.

4.8 The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including information provided by potential subcontractors. Should subsequent investigation disclose that the fact and conditions were not as stated, the proposal may be rejected and receive no further consideration.

4.9 If revised proposals are requested, the number of revised copies to be submitted shall be the same as those of initial proposals.

VII. EVALUATION FACTORS AND BASIS FOR AWARD (MATOC)

1. BASIS FOR AWARD

1.1 A minimum of five (5) MATOC awards shall be made to offerors that conform to the proposal requirements set forth in the RFP, and represent the best value to the Government. For the purposes of this solicitation, best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

1.2 BASIS FOR AWARD (SEED PROJECT – PROJECT #549-07-107)

The "Seed" Project (Project #549-07-107, Canteen Renovation) shall be awarded to the offeror with the Best Value to the Government.

The "Seed" Project has a magnitude between \$2 Million and \$5 Million per VAAR 836.204(g). A bid bond in the amount of 20% will be required. ***NOTE: YOU MUST PARTICIPATE IN THE PROPOSAL PROCESS OF THE SEED PROJECT (Project #549-07-107, Canteen Renovation) TO BE CONSIDERED AN AWARDEE FOR THE MATOC***

A pre-proposal conference/site visit for the "Seed" Project is scheduled for January 14, 2013 at 10:00AM (CST) at Bldg. 9 Conference Room, 4500 South Lancaster Road, Dallas, TX 75216. Detailed information, to include plans and specifications for the seed project shall be furnished on a "CD". Offerors shall request a copy of the CD by email from Elton.sticher@va.gov, and must include mailing address. All RFI's/Questions shall be emailed to Elton.sticher@va.gov and William.dunlap2@va.gov. Cut-off for submission of all RFI/Questions is January 21, 2013 at 4:00PM (CST).

Submission of Proposals is January 31, 2013 at 3:00PM (CST).

Past Performance and Technical Approach factors are of equal importance, but when combined are **significantly more important** than Price.

Note: Offerors are cautioned that the award may not necessarily be made to the lowest priced offer.

The source selection process will be conducted utilizing the Tradeoff process in accordance with FAR 15.101-1. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award."

The Contracting Officer will conduct a proposal conformance review for determination of basic proposal compliance prior to providing the proposals to the evaluation board. Non-compliance with the RFP requirements may be grounds for an offeror's proposal to be considered non-responsive.

2. EVALUATION FACTORS

The evaluation factors that shall be used to evaluate offeror proposals for the MATOC solicitation are as follows:

- Factor 1 – Past Performance
- Factor 2 – Technical Approach
- Factor 3 – Price

2.1 PAST PERFORMANCE – FACTOR 1

2.1.1 The Government will evaluate an offeror's Past Performance using descriptive adjectives that most accurately define the offeror's performance risk considering all potential evaluation criteria identified in this section. Relevance will be considered in the overall Past Performance rating. Ratings will consider the offeror's Past Performance considering recency, relevancy, sources, context, and trends. The Past Performance evaluation will include, but is not limited to the items listed in **Attachment 2, Past and Present Performance Questionnaire**.

Each offeror shall provide a maximum of no more than five (5) relevant contract references from previous contract customers, within the past five (5) years from proposal due date (**See Attachment 2, Past and Present Performance Questionnaire**). Each contract reference shall be rated for recency, relevancy, and performance in accordance with FAR 15.305(a)(2).

In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available; the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance.

2.1.2 RECENCY: Recency shall be defined as successful performance under contracts similar in scope to the subject requirement (ongoing or completed) within the last three (3) years through proposal due date.

2.1.3 RELEVANCY: The government will perform an independent determination of data relevancy, provided or obtained. The main assessment of relevancy shall focus on capability and magnitude. Capability assesses whether the work being performed in the reference is similar to the work in the requirement. Magnitude defines whether the amount of work in the reference is similar to the amount of work that is to be performed in the requirement.

The following definitions shall apply to relevancy considering all the elements listed above:

VERY RELEVANT - Past/present performance efforts involve the magnitude of effort and complexities which are essentially what this solicitation requires;

RELEVANT - Past/present performance efforts involved less magnitude of effort and/or complexities, including some of what this solicitation requires;

SEMI-RELEVANT - Past/present performance efforts involved much less magnitude of effort and/or complexities, including some of what this solicitation requires;

NOT RELEVANT - Past/present performance efforts involved none or significantly less magnitude of effort and complexities, of what this solicitation requires.

2.1.4 The Government will evaluate and rate an offeror's **Past Performance** using descriptive adjectives that most accurately define the offeror's performance.

2.1.5 The following definitions apply to performance for each contract reference submitted for Past Performance evaluation.

Exceptional	Performance exceeded many contractual requirements to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.
Good	Performance exceeded some contractual requirements to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance met contractual requirements. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were satisfactory.
Marginal	Performance did not meet some contractual requirements. The contractual performance of the element or sub-elements being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions were ineffective.
Neutral/ Not Applicable or Unknown	No performance record identifiable within the area of evaluation.

The government will ultimately evaluate each past performance reference for recency, relevancy, and performance to arrive at a past performance confidence rating as depicted below.

Confidence Rating	Definition
High Confidence/Exceptional	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort
Significant Confidence/Good	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort
Confidence/Satisfactory	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort
Little Confidence/Marginal	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
No Confidence/Unsatisfactory	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.
Unknown Confidence/Neutral	No performance record identifiable (FAR15.305(a)(2)(iv))

2.1.6 PAST PERFORMANCE CONSIDERATIONS

2.1.7 The Past Performance proposal evaluation will consider such things as an offeror's business practices, customer relationship, and ability to successfully perform as proposed and other considerations considering recency, relevancy, sources, context, and trends. Past Performance includes current on-going (present) performance. Sources is defined as the source of the past performance information. Context is defined as the situation in which the past performance occurred. Trends may be defined as how often something occurs either good or bad.

2.1.8 The Government may evaluate present and past performance information through the use of questionnaires completed by the offeror's references; use data independently obtained from other Government or commercial sources, including, but not limited to Government databases; rely upon personal business experience with the offeror; and use the information provided in the Offeror's Past Performance Relevancy Questionnaires.

2.1.9 The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts and trends in performance.

2.1.10 In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. If an offeror has no record of relevant past performance or for whom information on past performance is not available the offeror shall be evaluated as "Neutral". However, the proposal of an offeror with no relevant Past Performance history, while rated "Neutral" in Past Performance, may not represent the most advantageous proposal to the Government.

2.2 TECHNICAL APPROACH – FACTOR 2

The offeror's proposal shall, as a minimum, address each of the technical proposal sub-factors as they apply to the specifications and drawings. During evaluations of each proposal, the Government will assess each area of the Technical Proposal on its demonstrated response to each Technical sub-factor; each response shall address each sub-factor and clearly identify which element is being addressed. The Technical Proposal shall, at a minimum, be prepared in a format consistent with the evaluation criteria for contract award as specified in this solicitation below. The proposal shall contain sufficient detail to enable the Government to evaluate the offeror's technical competence and ability to comply with the Specifications and Drawings as well as demonstrate that the offeror understands and can complete the requirements of the contract.

The Technical Proposal shall be a stand-alone document containing all information necessary for the Government to perform a complete evaluation. In evaluating the technical proposal, the Government will only consider information contained in the offerors proposal. Information contained in any other document submitted under this solicitation will not be considered.

The offeror must demonstrate the ability to provide adequate and qualified staff and facilities to satisfy the statement of work requirements by describing or providing the information requested below.

The technical approach factor will be comprised of two (2) sub-factors and offerors shall demonstrate, in narrative form on the attached documents (Attachments 10-11) their technical capabilities to perform the project and understanding of technical requirements for the project; narrative shall be project specific. An overall rating will be assigned for sub-factors one (1) Project Experience and two (2) Management Approach.

Technical Approach Sub-factors

- (1) Project Experience (Attachment 10)
- (2) Management Approach (Attachment 11)

2.2.1 PROJECT EXPERIENCE

Provide examples of projects your company constructed, within the last five years through proposal due date, indicating experience with projects of similar type and scope. **Apply primary narrative into Attachment 10.**

An offeror, must demonstrate experience in **general construction** projects possessing comparable characteristics to the categories of work described in the “Seed” Project. Offerors shall provide information such as the size of project, duration of the project, project complexity, dollar value of project, and description of the contracts submitted for consideration. Offerors shall identify not more than three (3) general construction projects completed or substantially completed within the past five (5) years through the proposal due date. Offerors must provide points of contact (POC) and any other pertinent details, to include performance evaluations of any kind.

For each project submitted to demonstrate general construction experience, offerors shall provide the information in Attachment 10.

Proposals must demonstrate that the offeror has experience with management of general construction projects that require multi-discipline skills to perform as well as the capability to perform multiple projects at one time. The Government will evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage multi-disciplined construction projects, which is comparable to the work requirements of this solicitation.

2.2.2 MANAGEMENT APPROACH

The Government will evaluate the offeror’s Management Approach. The offeror shall demonstrate the capability to manage projects of the same size and scope of this project. Offeror shall provide documentation demonstrating established quality assurance and performance monitoring program. In narrative form, describe established quality assurance and performance monitoring program, including quality control methods/ measures to be utilized; understanding of project critical phasing requirements; experience with boiler and chiller installations, testing and start-up; understanding of all control systems planned for this project, including electrical switchgear and electrical distribution systems and other general construction work described in contract documents. **Apply primary narrative into Attachment 11.**

2.3 TECHNICAL PROPOSAL EVALUATION

2.3.1 The Technical Proposal must include the necessary information to enable evaluators to form a concrete conclusion of the offeror’s ability to perform complete project management of multi-disciplined construction projects as indicated in the solicitation. The evaluation of each Technical Proposal will evaluate and measure the ability of the offeror to effectively manage multi-discipline or specialized discipline, as applicable, construction projects, provided in response to the submission requirements specified in this solicitation.

2.4 TECHNICAL EVALUATION FACTOR RATINGS: The Government will rate an offeror's Technical proposal using the rating scheme illustrated below, which combines the technical merit and proposal risk that most accurately defines the technical capability of the offeror.

E	Exceptional	Proposal meets solicitation requirements, demonstrates an excellent understanding of the requirements and has salient features that offer significant advantage to the Government. Excellent in all respects. Advantages/strengths not offset by disadvantages/weaknesses. Very good probability of success with overall very low degree of risk in meeting Government requirements.
G	Good	Proposal meets most solicitation requirements and demonstrates an adequate understanding of the requirements but does not offer significant advantages to the Government over basic RFP requirements. Disadvantages/weaknesses are not significant, unless significant advantages are proposed that outweigh significant disadvantages. Where there were areas of concern, clarifications, given by contractor, were acceptable. Good probability of success with overall low to moderate degree of risk in meeting the Government requirements.
S	Satisfactory	Proposal meets some but not all the RFP requirements, but offers disadvantages (weaknesses) outweighing other advantages (strengths). Examples may include little or no experience cited; weak proposal; mimics RFP language rather than expressing offeror’s approach or understanding of the RFP. Probability of success considered less than full confidence (moderate to high risk).
M	Marginal	Performance does not meet/did not meet some contractual requirements. The contractual performance of the element or sub-elements being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor’s proposed actions appear only marginally effective or were not fully implemented.

U	Unsatisfactory	Proposal demonstrates little to no understanding of the requirements; or approach fails to adequately meet acceptable performance expectations. Proposal contains major errors; omissions or deficiencies and these conditions cannot be corrected without a major rewrite or resubmission. There is an unacceptably high degree of risk in meeting the Government's requirements. Unable to be awarded as proposed.
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2.5 PRICE

2.5.1 Offerors have been provided a “Seed” project (Project #549-07-107, Canteen Renovation) on which to submit a price proposal for evaluation. The Government will evaluate the “Seed” project price proposal to determine whether price is realistic for the work described and reflects a clear understanding of the requirement.

2.6 PRICE EVALUATION

The purpose of Price Evaluation is to provide an assessment of the reasonableness and realism of the proposed price in relation to the solicitation requirements. Price proposals will be evaluated to determine if the prices and support costs are:

Complete – The proposal contains costs to perform all tasks required by the Statement of Work (SOW)/Specifications.

Realistic – The compatibility of proposal costs with scope of work and level of effort.

Reasonable – The price is determined fair and reasonable using cost or price analysis

2.6.1 The Government will conduct an evaluation of each offeror's Seed Project price proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness" and “Realism”. If the proposed price is determined to be reasonable and realistic a **GO** rating will be given, if found to be unreasonable and/or unrealistic, a **NO GO** rating will be assigned to the Price evaluation factor.

2.6.2 Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from consideration for award unless the Contracting Officer determines:

(1) A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or

(2) The Contracting Officer determines discussions are required.

2.6.3 Reasonableness of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a) (1) and (4). For price to be considered reasonable, it must represent a price that provides best value to the Government when consideration is given to prices in the market, (market conditions may be evidenced by other competitive proposals), technical and functional capabilities of the offeror.

2.6.4 Realism is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. For cost (price) to be realistic, it must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unrealistically high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion.

2.6.4.1 Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches or conditions are the basis for an unbalanced and or inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of Price realism rests solely with the offeror.

2.6.5 Discounts: Prompt payment discounts will not be considered in the evaluation of offers. However, any offered discount will form part of the award, and resulting delivery orders. Discounts will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded delivery orders may include prompt payment discounts on individual invoices.

2.7 COMPETITIVE RANGE

The Government reserves the right to limit for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals (10 U.S.C.2305(b)(4) and 41 U.S.C.253B(d)). If the Contracting Officer decides that an offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award and written notice of the decision shall be provided to the unsuccessful offeror in accordance with FAR 15.503.

2.8 FINAL PROPOSAL REVISIONS

Any proposal revisions will be in accordance with FAR 15.307, Proposal Revisions.

2.9 REJECTION OF UNREALISTIC OFFERS

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, contract terms and conditions, or unrealistically high or low in price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

2.10 AWARD DECISION

The government contemplates a minimum of five (5) MATOC contract awards, and shall reserve the right to make additional awards to offerors whose proposals fully comply with the submission instructions and offer the best value. The Government is under no obligation to mirror the scope of the seed project described in this RFP for any future requirement.

2.11 DEBRIEFINGS

Debriefings shall be conducted in accordance with FAR 15.505 and 15.506.

-End of Section-

3.1 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

3.2 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or 3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

3.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

William F. Dunlap

Hand-Carried Address:

Network Contracting Office (NCO17)
Department of Veterans Affairs
Central Texas Veterans HCS
1111 North General Bruce Drive
Temple, TX 76504

Mailing Address:

Network Contracting Office (NCO17)
Attn: William F. Dunlap
Department of Veterans Affairs
Central Texas Veterans HCS
1901 S. 1st Street
Temple, TX 76504

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

3.4 52.236-15 – SCHEDULE FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the

Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of Clause)

3.5 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Per Individual Task Order

Address: Per Individual Task Order

Telephone: Per Individual Task Order

(End of Provision)

3.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

3.7 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (DEC 2012)

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer

by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

4.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) codes for this acquisition are: 236220, 237110, 237310, 238910, 238210, and 238220.

(2) The small business size standard is \$33.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

4.2 52.219-28 Post-Award Small Business Program Rerepresentation (Apr 2012)

(a) *Definitions.* As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 236220 assigned to contract number _____. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

GENERAL CONDITIONS

5.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, ALT I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 1 calendar day after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the last day of the period of performance as stated in each task order. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

5.2 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (SEP 2010)

(a) *Definitions*. As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

Lead Glass

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

5.3 52.225-10 -- Notice of Buy American Act Requirement—Construction Materials (Feb 2009)

(a) *Definitions*. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers*.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at

FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

5.4 52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2012)

(a) *Definitions.* As used in this clause--

"Caribbean Basin country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Commercially available off-the-shelf (COTS) item"-- (1) Means any item of supply (including construction material) that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

Lead Glass

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

5.5 52.242-14 – SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) by an act of the Contracting Officer in the administration of this contract, or

(2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified),

an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of Clause)

5.6 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

5.7 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or

bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

5.8 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

5.9 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

5.10 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

5.11 VAAR 852.236-88 CONTRACT CHANGES – SUPPLEMENT (JUL 2002)

The clauses entitled “Changes” in FAR 52.243-4 and “Differing Site Conditions” in FAR 52.236-2 are supplemented as follows:

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall

be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

5.12 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008) ALTERNATE I (JAN 2008)

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials under Trade Agreements," FAR 52.225-11.

(b) The restrictions contained in this clause 852.236-89 are waived for designated country construction material as defined in FAR 52.225-11. Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-11, VA does not anticipate accepting an offer that includes foreign construction material, other than designated country construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

5.13 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

5.14 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

5.15 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed- Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

5.16 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

5.17 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

5.18 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

5.19 ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

B. Updated Schedules and Updating Procedures

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

(2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

- Actual start and completion dates for activities started and/or completed during the reporting period.
- VA issued changes to the original contract requirements that change the contractor's original sequence of work.
- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

(End of Clause)

By Reference

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	AUG 2012
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.211-13	TIME EXTENSIONS	SEP 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988

52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011)	MAY 2011
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS	JUL 2000
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES,	APR 1984

	EQUIPMENT, UTILITIES, AND IMPROVEMENTS	
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION ALTERNATE I (APR 1984)	MAR 1994
52.248-3	VALUE ENGINEERING--CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.252-1	SOLCITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

<u>VAAR No.</u>	<u>TITLE</u>	<u>DATE</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE (JAN 1998)	JAN 1998
852.236-71	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	JUL 2002
852.236-76	CORRESPONDENCE	APR 1984
852.236-77	REFERENCE TO "STANDARDS"	JUL 2002
852.236-78	GOVERNMENT SUPERVISION	APR 1984
852.236-79	DAILY REPORT OF WORKERS AND MATERIAL	APR 1984
852.270-01	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
852.236-82	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS)	APR 1984

LIST OF ATTACHMENTS

1. ATTACHMENT 1 - RELEASE OF CLAIMS
2. ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE
3. ATTACHMENT 3 - BACKGROUND INVESTIGATION
4. ATTACHMENT 4 - WAGE RATES (MATOC)
5. ATTACHMENT 5 - SEED PROJECT PRICING SHEET
6. ATTACHMENT 6 - WAGE RATES (SEED PROJECT – CD)
7. ATTACHMENT 7 - STATEMENT OF WORK (SOW) (SEED PROJECT – CD)
8. ATTACHMENT 8 - PROJECT SPECIFICATIONS (SEED PROJECT - CD)
9. ATTACHMENT 9 - PROJECT DESIGN AND DRAWINGS (SEED PROJECT – CD)
10. ATTACHMENT 10 - PRIME/GENERAL CONSTRUCTION EXPERIENCE
11. ATTACHMENT 11 - MANAGEMENT APPROACH